

**MEMORANDUM OF AGREEMENT
BETWEEN
U.S. CITIZENSHIP AND IMMIGRATION SERVICES
AND
GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE, REGION 9**

- 1. Purpose.** This memorandum of agreement (MOA) details the agreement between the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) and the General Services Administration, Public Buildings Service, Pacific Rim Region (9) pertaining to the mutual communication, cooperation and collaboration involving the Chet Holifield Federal Building, 24000 Avila Rd, Laguna Niguel, CA 92677.
- 2. Authority.** This agreement is entered into pursuant to the authority of both USCIS and the GSA PBS Regional Commissioner.
- 3. Scope.** This Memorandum of Agreement (MOA) applies to the Chet Holifield Federal Building at 24000 Avila Road, Laguna Niguel, California. The sampling methodology and laboratory analysis referenced in the MOA apply to:
 - a.** Ambient air sampling conducted by or on behalf of USCIS to estimate personal exposure to individuals not performing asbestos abatement, cleaning or operations & maintenance work and where the OSHA permissible exposure limit is not considered fully representative of this work.
 - b.** Clearance air sampling following asbestos abatement, operations and maintenance or asbestos emergency response actions.
- 4. Responsibilities.**
 - a.** General Services Administration, Public Buildings Service, Region 9 (GSA)
 - i.** GSA will share the statement of work (SOW) for the comprehensive asbestos building survey with the USCIS.
 - ii.** GSA will share with USCIS all draft and final contractor work product specified in the comprehensive asbestos building survey contract.
 - b.** Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS)
 - i.** USCIS industrial hygiene staff will review the SOW for the comprehensive asbestos building survey, identify exceptions and provide timely comment and recommendations, as appropriate to GSA.

c. GSA and USCIS

- i. GSA and USCIS agree to participate in good faith negotiations to reconcile any exceptions identified by USCIS with the rigor of sufficiency of the comprehensive survey statement of work.
- ii. GSA and USCIS agree to participate in good faith negotiations to reconcile any exceptions or differences identified by either party in the development of the final operations and maintenance plan for the facility.
- iii. GSA and USCIS will share all analytical reports to include laboratory analyses for all building-related sampling activities, without delay.
- iv. GSA and USCIS agree not to use the OSHA asbestos permissible exposure limit (PEL) as an asbestos clearance level for the CHFB, or as an acceptable level for occupancy within the building.
- v. GSA and USCIS agree to accept any results of air sampling conducted by Federal employee certified industrial hygienists.

5. **Ambient Air Sampling Methodology.** This ambient air sampling does not apply to OSHA Asbestos Class III or Class IV work. Air samples shall be collected using high-volume sampling pumps at a fixed location. The pumps will be located within the general occupied building environment, with the sampling cassette set at a height consistent with the breathing zone of a typical occupant. Sample volumes shall collect at least 1400 liters of air, with sample rates of approximately 10 liters/minute.

- a. Sample analysis shall be by Transmission Electron Microscopy (TEM) performed in general accordance with the EPA 40 CFR Part 763 Appendix A to Subpart E method outlined under the Asbestos Hazard Emergency Response Act.
- b. Sample reporting shall include calculations of both Structures/ mm^2 (S/mm^2) and S/cc .
- c. Air samples shall be interpreted with 0.005 s/cc as the lowest feasible limit (LFL) agreed upon for this facility. Sample results below the LFL shall be considered acceptable.

- d. For exceedance of the LFL where a single sample is above the LFL, but below 0.010 S/cc, additional information will be required to determine a response action.
 - i. If only a single sample was collected in the general area, a confirmation sample will be collected and analyzed. If the confirmation sample is below the LFL, no further action will be required.
 - ii. If multiple samples are collected in the same general area, sample results shall be averaged to determine if the LFL has been exceeded. If an exceedance remains after averaging results, the area shall be isolated, access limited and the immediate area of elevated sampling or source of contamination cleaned and air samples collected before reoccupancy.
 - e. For exceedance of the LFL where a single sample exceeds both the LFL and 0.010 S/cc, response actions shall be determined as follows:
 - i. If only a single sample was collected in the general area, the area shall be isolated, access limited and the immediate area of elevated sampling or source of contamination cleaned and air samples collected for reoccupancy.
 - ii. If multiple samples have been collected in the general area, sample results shall be averaged to determine if the LFL has been exceeded. If an exceedance remains after averaging results, the area shall be isolated, access limited and the immediate area of elevated sampling or source of contamination cleaned and air samples collected before reoccupancy.
6. Clearance Air Sampling Methodology. Air samples shall be collected using high-volume sampling pumps at fixed locations. Sample cassettes shall be set at the breathing zone and sufficient volume collected to reach a TEM limit of detection of 70 s/mm² and PCM limit of detection of 0.010 f/cc, for the respective activities.
- a. Full asbestos abatement work shall be considered acceptable and clear for re-occupancy following successful visual inspection and aggressive air sampling where the arithmetic mean of air sample results do not exceed 70 s/mm².
 - b. Asbestos Operations and Maintenance (O&M) activities shall be considered acceptable and clear for re-occupancy once post work air sample results are all below 0.010 f/cc by PCM.
7. **Effective Date.** This MOA is effective on the date signed by both USCIS and GSA.

8. **Duration.** This agreement remains in effect while the Holifield facility is under GSA control and is occupied by USCIS.
9. **Modification.** This MOA may be modified in writing whenever agreed by USCIS and GSA and signed by both parties.
10. **Termination.** This agreement may be cancelled by mutual written agreement of USCIS and GSA.

Agreed and Approved By:

(b) (6)

DATE: 2/15/17

Patricia Chang-Lynn

Deputy Regional Commissioner, GSA PBS, Pacific Rim Region

(b) (6)

DATE: 2/15/17

Michael D. Gibbs

Chief of Administration, USCIS

(b) (6)

DATE: February 15, 2017

Hernando R. Perez

Lead Industrial Hygienist, USCIS

(b) (6)

DATE: 2/15/2017

Kevin W. Santee

Industrial Hygienist, GSA